

GENERAL RELEASE AND SEPARATION AGREEMENT

This General Release and Separation Agreement (the “Agreement”) is entered into by and between Dr. Steven Leath (“Employee”) and Auburn University (the “University” or “Auburn”) (“Party” or “Parties”) effective as of the last date executed (the “Effective Date”).

I. RECITALS

WHEREAS, Employee is employed as University President under the terms of a March 20, 2017 employment agreement (“Employment Agreement”); and

WHEREAS, Employee and University wish to terminate the Employment Agreement effective June 21, 2019 (“Resignation Date”); and

WHEREAS, the Parties desire a mutually beneficial transition of Employee’s duties and an amicable resolution of any outstanding matters related to Employee’s employment with University;

II. AGREEMENT

NOW, THEREFORE, in consideration of the above-recitals and the covenants and agreements contained hereinafter, the University and Employee agree to the following terms for settlement of all known and unknown claims:

1. In consideration for the settlement and releases herein, the following shall take place in the time and manner described:
 - a. Employee will be paid his regular salary and benefits through the Resignation Date.
 - b. University will provide to Employee, or his executors, heirs, administrators or assigns, three equal payments in an amount totaling Four Million Five Hundred Thousand and 00/100 Dollars (\$4,500,000.00) (the “Separation Payment”). The Separation Payment shall be disbursed in three equal installments of \$1,500,000.00 with the first installment made within three (3) business days of full execution of the Separation Agreement; the second installment to be made on July 1, 2020; and the third installment to be made on July 1, 2021. The Separation Payment will be paid as supplemental wages, subject to taxes and withholdings applicable at the time of each installment. The Separation Payment is intended to and does include and incorporate any and all payments to which Employee would otherwise be entitled under University policy, including but not limited to payments for accrued but unused sick leave and annual leave, and Employee releases any claim to such payments in consideration of the Separation Payment.
 - c. Any expenses Employee has incurred on behalf of the University or in his capacity as a University employee through June 21, 2019, shall be reimbursed in accordance with University policy. Employee may not incur additional expenses on behalf of University or in his capacity as a University employee without the prior written

approval of the President Pro Tempore of the Board of Trustees (“President Pro Tempore”).

- d. Employee will have no official University responsibilities after June 21, 2019, except as otherwise specifically outlined in this Agreement. As such, Employee shall not use University issued access codes/cards or keys to access any University campus, office, or property for any purpose other than as necessary to complete the limited transitional logistics described in Paragraphs 1(e), 1(f), 1(g), and 1(h) of this Agreement, or as otherwise directed by the President Pro Tempore or University Chief Operating Officer (“COO”).
- e. On or before June 28, 2019, Employee shall provide to the President Pro Tempore and COO a list of any events, engagements, or travel that he is currently scheduled to attend in his official University capacity, as well as a list of all committees, boards, or other organizations with which Employee holds a position or association as a result of his service as President of Auburn University. Employee shall follow the direction of the President Pro Tempore and/or COO regarding how to cancel, fulfill, or transition such obligations in the best interest of University.
- f. Employee shall cooperate with University in connection with his departure as reasonably requested by University, including but not limited to cooperating to communicate such transition to current and former University employees or affiliates, subject to the limitations imposed by this Agreement. Employee shall be available, upon reasonable notice, to respond to questions and provide assistance to University regarding matters for which he was responsible and about which he had knowledge in connection with his employment with University or any affiliated entity. Employee also shall cooperate in any potential or pending litigation or other administrative proceeding (including, but not limited to, internal University investigation and/or grievance proceedings, investigations by state or federal agencies including the Department of Education, Equal Employment Opportunity Commission, etc.) that may involve him in any capacity as a result of his University employment. This includes, if necessary, meeting at mutually convenient times with University counsel, attending meetings, depositions, and trial, and providing truthful testimony. University shall pay all expenses incurred by Employee in connection with Employee’s cooperation as provided in this Paragraph, including but not limited to travel and lodging, and, to the extent applicable, shall provide legal representation to Employee in accordance with Paragraph 6.
- g. As part of the presidential transition, Employee shall move out of the President’s Home at 430 South College Street, Auburn, Alabama (“President’s Home”) on or before July 31, 2019. After June 28, 2019, Employee may access only the private residence portion of the President’s Home, except with express permission of the President Pro Tempore and/or COO. Prior to Employee moving out of the President’s Home, the University may use the public portions of the facility for official University business or otherwise at the discretion of the University.
- h. Employee may retain the IT devices listed on Exhibit A to this Agreement. Employee will be responsible for paying any taxes associated with the value of such devices. On

or before June 28, 2019, Employee shall return all other University property in his possession, whether operational or not, to the COO. Such property specifically includes, but is not limited to, keys to University property (except the President's Home, in accordance with Paragraph 1(h)), access cards, University identification cards, athletics event and facility credentials, computers, cellular phones, tablets, and all other electronic devices. This also includes University electronic and hard copy files, removable drives containing University files or information, or other University data storage units. After June 28, 2019, Employee shall not access any University IT systems or other University files except as required to fulfill the terms of this Agreement or otherwise directed by the President Pro Tempore, Chief Operating Officer, or University General Counsel.

- i. To the extent the Employment Agreement grants Employee tenured faculty status, Employee immediately and affirmatively relinquishes his tenured status with the University, including all property and due process rights afforded tenured faculty members by University policy and applicable state and/or federal law. Employee understands and agrees that by executing this Agreement, he has affirmatively relinquished his tenure and any faculty termination provisions of the University Faculty Handbook or other University Policy are inapplicable. All due process is contained within this Agreement.
- j. Employee represents and warrants that he has not commenced any grievance, claim, charge, or action in state or federal court or through any state or federal agency, or through any internal University process, against the University or any University Releasees.
- k. Employee represents and warrants that he knows of no conduct by a University employee or affiliate that is in violation of rules, regulations, policies or procedures of any state, federal, or other governing body of which Auburn University is a member or to which Auburn University is subject (including but not limited to the National Collegiate Athletics Association (NCAA), the Commission on Colleges of the Southern Association of Colleges and Schools (SACSCOC), the Southeastern Conference (SEC), the Equal Employment Opportunity Commission (EEOC), the Alabama Ethics Commission (ALEC), the United States Department of Education and/or its Office for Civil Rights (OCR), etc. (collectively, the "Governing Bodies")), and of which the University or an appropriate University department is not already aware. In the event Employee is aware of such information, Employee agrees to disclose such information to the University's General Counsel on or before June 28, 2019. In the event Employee becomes aware of such information after June 28, 2019, Employee agrees to disclose such information, in writing, to the University's General Counsel as soon as reasonably practicable, but no later than fifteen (15) days after becoming aware of such information.
- l. Employee represents and warrants that he does not owe any money to the University.
- m. Employee agrees and warrants that the University has no other obligations to make any payment of any type to him or for him, other than the payments identified in this Agreement.

2. In exchange for the consideration, promises, and benefits set forth in this Agreement, Employee, for himself, his predecessors and successors in interest, family members, heirs, executors, administrators, successors, assigns, subrogees, legatees, devisees, receivers, attorneys, insurers, and any and all other legal representatives or successors, of whatever form or description, upon complete execution of this Agreement by all Parties, does hereby completely and forever RELEASE, REMISE, AND DISCHARGE the University, and its present and former trustees, officers, directors, agents, employees, and representatives of whatever form or description, and the heirs, personal representatives, successors and assigns of each of the aforementioned Parties, in their representative, official or individual capacities, and its predecessors and successors in interest, and any and all other legal representatives or successors, of whatever form or description (collectively the "University Releasees"), of and from any and all charges, claims, actions, causes of action, rights, demands, damages, attorney's fees, costs, torts, indebtedness, expenses and/or any right to compensation, known or unknown, past or present, which Employee have or may have, which are based on, arise out of, or relate in any way to his employment and/or his voluntary resignation through the Effective Date of this Agreement, or any alleged discriminatory or hostile employment practices. This also includes a release by Employee of any claims for breach of contract, negligence, impairment of economic opportunities, intentional infliction of emotional distress, wrongful discharge, discharge in violation of public policy, or that the University has dealt with him unfairly or in bad faith, or any other common law contract or tort claim. This release covers all claims of constitutional violations. This release covers all claims about which Employee knows and may not currently know. Employee also represents he has not given or sold any portion of any claim discussed in this Agreement to anyone else. Employee acknowledges and understands this is a general release of all possible claims, causes of action and damages, of every kind and character, that he has or may have against the University Releasees as of the date of the Effective Date of this Agreement, with the exception of disputes arising from this Agreement, and that such release is to be interpreted liberally to effectuate maximum protection for the University Releasees.
3. In exchange for the consideration, promises, and benefits set forth in this Agreement, the University Releasees, upon complete execution of this Agreement by all Parties, do hereby completely and forever RELEASE, REMISE, AND DISCHARGE Employee, his predecessors and successors in interest, family members, heirs, executors, administrators, successors, assigns, subrogees, legatees, devisees, receivers, attorneys, insurers, and any and all other legal representatives or successors, of whatever form or description ("Employee Releasees"), of and from any and all charges, claims, actions, causes of action, rights, demands, damages, attorney's fees, costs, torts, indebtedness, expenses and/or any right to compensation, past or present, which the University Releasees have, which are based on, arise out of, or relate in any way to Employee's employment and/or his voluntary resignation through the Effective Date of this Agreement, or any alleged discriminatory or hostile employment practices. University Releasees also represent they have not given or sold any portion of any claim discussed in this Agreement to anyone else. University Releasees acknowledge and understand this is a general release of all possible claims, causes of action and damages, of every kind and character, that they have against Employee as of the Effective Date of this Agreement, with the exception of disputes arising from this Agreement, and that such release is to be interpreted liberally to effectuate maximum protection for Employee.

4. Employee shall not disparage or make adverse public statements against University or any of its past or present trustees, officers, or employees, except as may be necessary to defend himself against legal claims asserted and/or to testify truthfully in any lawsuit, administrative proceeding, or investigation by any Governing Body. Employee agrees he will not voluntarily assist or cooperate in any way with any party or attorney in any private lawsuit, cause of action or claim, in law or in equity, in which University or one of its parts, trustees, affiliated foundations or entities, departments, employees or representatives is a party. Employee further agrees he will not, either individually or in concert with others, voluntarily participate in or assist (by giving testimony or information to another) in the preparation of any such action and that he will not solicit, encourage, or do anything to induce any party to bring such an action. University shall not make disparaging or adverse public statements against Employee, his family members, heirs, executors, administrators, successors, or assigns, except as may be necessary to defend itself against legal claims asserted and/or to testify truthfully in any lawsuit, administrative proceeding, or investigation by any Governing Body. Employee acknowledges that University has no control over the right to free speech of its employees. The Parties acknowledge that this Paragraph does not prevent either Party from responding to media inquiries by correcting misstatements of fact. Consistent with the spirit of the resolution reached by the Parties, the Parties will respond to any inquiries regarding Employee's resignation with statements similar in spirit and intent to the press release that was approved by the Parties and issued by University on June 21, 2019. A copy of the press release is attached as Exhibit B hereto. The Parties expressly acknowledge that this Paragraph is a material provision of this Agreement, without which neither Party would have agreed to the consideration stated herein.
5. Employee expressly acknowledges that he has gained certain confidential information of the University in his capacity as University president, including but not limited to University trade secrets, University strategic plans, University research planning and operations, University intellectual property, University security plans, confidential personnel information related to University employees, and confidential student information protected by the Family Educational Rights and Privacy Act ("FERPA"). This includes but is not limited to audio/video recordings, electronic documentation, or other memorialization of meetings, conversations, email correspondence, or other discussions involving or regarding any University current or former employee, trustee, affiliate or program (collectively, "University Confidential Information"). In addition, Employee expressly acknowledges that he has gained certain confidential information of the University in his capacity as University president, which is legally protected from disclosure by the Attorney-Client privilege, including but not limited to information about pending and potential legal claims, internal investigations, external investigations, legal strategy, University administrative proceedings, University personnel matters, and University negotiating positions (collectively, "University Privileged Information"). Employee represents and warrants that he will not disclose or discuss any University Confidential Information or University Privileged Information with any third party without express written consent of the University, or as required by law. If such disclosure is required by operation of law or order of a court with competent jurisdiction, Employee agrees to provide not less than thirty (30) days' notice to the University General Counsel, or notice as soon as reasonably practicable, prior to disclosure. Employee expressly acknowledges that this Paragraph is a material provision of this Agreement, without which the University would not have agreed to the consideration stated herein.

6. To the extent Employee currently is, should Employee be made, or if Employee is threatened to be made, a party to any threatened or pending suit, investigation, or proceeding related to or concerning actions taken by Employee within the scope of his University employment ("Third Party Action"), the University shall provide legal representation to Employee. If Employee chooses to seek counsel other than that which is provided by the University, Employee shall be responsible for any associated expense. In the event University's counsel determines, in its sole discretion, that a conflict of interest exists between Employee and University in defense of a Third Party Action, University shall reimburse Employee for the cost of separate counsel for Employee's defense in the Third Party Action at a rate no greater than the rate paid to University counsel defending the Third Party Action. Such reimbursement for Employee's separate counsel shall be limited exclusively to work performed in direct defense of Employee in the Third Party Action.
7. Employee may discuss his employment experience at University freely with potential future employers, in a manner consistent with the other provisions of this Agreement.
8. Employee and University agree that the negotiations leading up to execution of this Agreement shall remain confidential as between the Parties, except as otherwise outlined in this Agreement or required by law.
9. Employee warrants that he is solely responsible for and will pay any federal, state, and local taxes and any interest and/or penalties that are attributed to him and which may be owed by virtue of the receipt of the consideration provided pursuant to this Agreement.
10. This Agreement shall not be offered as evidence in any proceeding except one in which a Party to this Agreement seeks to enforce this Agreement or alleges this Agreement has been breached, or except as otherwise ordered by a court of law.
11. Employee acknowledges that he has had the opportunity to be represented by counsel with respect to this Agreement, as well as in the negotiation of the terms of this Agreement, in order to obtain independent legal advice regarding his legal rights and the consequences of executing this Agreement.
12. The making, execution, and delivery of this Agreement by the Parties have not been induced by any representations, statements, warranties, or agreements, other than those expressed herein. This Agreement constitutes the entire agreement of the Parties as to the settlement or resolution of any claims or disputes related to or arising from Employee's employment with University, the cessation of such employment, the terms and conditions of Employee's Employment Agreement with the University, and the settlement of any and all claims each party may have against the other as of the Effective Date.
13. The validity, construction, and enforcement of this Agreement and the performance of the obligations imposed hereby shall be exclusively governed by the law of the State of Alabama, without regard to any conflict of law provisions, and any action to enforce it shall be brought in the appropriate state or federal courts in the State of Alabama. If any provision of this Agreement is held to be void, invalid, illegal, or unenforceable for any reason, the remaining terms and provisions hereof shall remain in force, as long as the remaining provisions do not fundamentally alter the relations among the Parties or the intent of the Agreement.

14. Should any provision of this Agreement require interpretation, the Parties agree that the entity interpreting it shall not construe its provisions more strictly against the Party who prepared the Agreement, it being agreed that the Parties had the opportunity to be represented by counsel and have fully participated in the negotiation and preparation of all provisions of this Agreement.
15. This Agreement is between Employee and University and for the benefit of Employee Releasees and University Releasees. The Parties agree that the Agreement shall not confer any rights or remedies upon any person or entity other than Employee Releasees and University Releasees and their respective successors and assigns.
16. This Agreement may be executed in counterparts, all of which shall have full force and effect.
17. No term or condition of this Agreement shall be deemed to have been waived, nor shall there be an estoppel against enforcement of any provision of this Agreement, except by written instrument executed by the Party charged with such waiver or estoppel.
18. The Parties agree that each shall pay its own attorneys' fees and costs incurred in negotiating this Agreement.
19. Employee acknowledges and agrees that he has carefully read this Agreement and understands that, except as expressly reserved herein, it is a release of all claims, known and unknown, past or present. Employee further agrees that he has entered into this Agreement for the above-stated consideration. He warrants that he is fully competent to execute this Agreement, which he understands to be contractual. He further acknowledges that he executes this Agreement of his own free will, after having a reasonable period of time to review, study, and deliberate regarding its meaning and effect, and after having an opportunity to be advised by an attorney, and without reliance on any representation of any kind or character not expressly set forth herein. Finally, he executes this Agreement fully knowing its effect and voluntarily for the consideration stated above.
20. If either Party fails to comply with any aspect of this Agreement, whether material or technical, notice shall be sent via certified mail and additionally by electronic mail to the other Party, giving said Party thirty (30) days to remedy the alleged breach and/or default. No action shall be taken by the Party alleging non-compliance until after the expiration of the remedy period.
21. All notices required by this Agreement shall be addressed to Auburn University, Office of the General Counsel c/o Jaime S. Hammer (jhammer@auburn.edu), 182 South College Street, Auburn, Alabama 36849 and to Dr. Steven Leath, c/o Strength & Connally, L.L.C., 7020 Fain Park Dr., Ste. 3, Montgomery, AL 36117.
22. This Agreement shall not be modified or amended except by a subsequent writing signed by the Parties and making specific reference to this Agreement.

Signature Page Follows

June 28, 2019

DATE

Steven Leath
Dr. Steven Leath

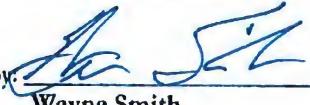
Subscribed and sworn to before me, a Notary Public, this 28 day of June, 2019.

My Commission No.

2-5-2020


Notary Public

AUBURN UNIVERSITY

By: 
Wayne Smith
President Pro Tempore

6-28-2019
DATE

Subscribed and sworn to before me, a Notary Public, this 28th day of June, 2019.

My Commission No.

12/03/2022

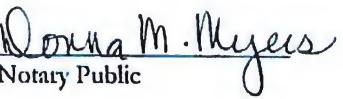

Notary Public

EXHIBIT A

Component
Samsung S10 Smartphone
Samsung S8 Smartphone
iPad Pro Tablet**
Dell All-in-One Model 7440 (Qty. 3) Value Per Unit
Dell All-in-One Model 5250***
HP Office Jet Printer

EXHIBIT B

Leath Departs as Auburn President

Trustees will soon convene to name interim

Auburn President Steven Leath and members of the Board of Trustees' presidential assessment working group mutually decided to part ways after extensive discussions about the university's leadership.

"Dr. Leath arrived with vision and enthusiasm to take Auburn to the next level," said Wayne T. Smith, president pro tempore of the university's board. "We're grateful for his dedication and commitment as Auburn made strides as a world-class public university. We wish Steve and Janet all the best."

Under Leath's leadership, Auburn earned the Carnegie R1 designation, placing it in the top 100 research universities in the nation. He initiated the Presidential Awards for Interdisciplinary Research and the Presidential Graduate Research Fellowships. The Auburn Research Park substantially grew with a new child care facility and plans for a new Innovation and Research Center and a health sciences facility operated by the East Alabama Medical Center.

"As I've said many times, serving as Auburn's president has been the highlight of my career," said Leath. "I'm confident we leave Auburn stronger than when we arrived."

Before coming to Auburn in 2017, Leath served as president of Iowa State University and vice president for research and sponsored programs for the University of North Carolina System. He held several positions at North Carolina State University and began his academic career at the University of Illinois, Urbana, as an extension plant pathologist. He holds degrees from Pennsylvania State University, the University of Delaware and the University of Illinois. He serves on the National Science Board and as secretary of the Council of Presidents for the Association of Public and Land Grant Universities.

The Auburn Board will soon convene to name an interim president, according to Smith.

http://ocm.auburn.edu/newsroom/news_articles/2019/06/212131.php